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was not necessary to decide whether such contract was within the statute of frauds.

Husband and Wife—Liability of Husband for Necessaries.—*Inhabitants of Town of Sturbridge v. Franklin*, 35 N.E. Rep. 669. The liability of a husband, where a town brings action to recover from him amount paid for aid, furnished to his wife as a pauper, depends upon the same facts as his liability for necessities furnished by an individual for the support of his wife while she is living apart from him, with his consent, or for a justifiable cause.

Insurance Agency—Right of Termination.—*Stier v. Imperial Life Ins. Co.*, 58 Fed. Rep. 843 (Mo.). Action was brought by an insurance agent for breach of contract against defendant by whom he was employed to solicit renewal policies on commission. It was held, in the absence of any agreement of employment for a definite period of time, that the contract right of the plaintiff to the commissions did not make his agency an agency coupled with an interest, and might be determined by defendant at will.

Landlord and Tenant—Growing Crop—Sale for Taxes—Title of Purchaser.—*Hazlett et al. v. McCutcheon et al.*, 27 Atl. 1086 (Penn.). A landlord, at a sale under a distress warrant against his tenant for arrears of rent, purchased the tenant's growing crop of wheat, and took possession of the leased premises. It had been the duty of the tenant to pay the taxes on the estate, but he had not done so, and the crop of wheat was accordingly sold, without the knowledge of the landlord, to pay the delinquent taxes, and the purchaser, when the grain was ripe, cut and harvested it. Landlord brought suit against the subsequent purchaser, but the court held that title was in the subsequent purchaser, though the lease required the tenant to pay the taxes.

Liability of Bailee — Special Deposits — Negligence.—*Gray et al. v. Merriam*, 35 N. E. Rep. 810 (Ill.). Plaintiffs in error were gratuitous bailees of United States bonds, which were stolen by their cashier, who had access to them to cut off interest coupons as they fell due. They knew he was speculating in grain. Held, that they were guilty of gross negligence and liable to the bailor.

License Laws — Nuisance — Action for Damages.—*Haggart et al. v. Steplin et al.*, 35 N. E. Rep. 997 (Ind.). An action of damages was brought against the keeper of a saloon, and his lessor, situated in a quiet part of the city the residents of which objected to its establishment on moral grounds and because it diminished the value